



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

& *S. C. R. Co.*, 20 Iowa 347; *Deppe v. Chicago, R. I. & P. R. Co.*, 38 Iowa 592. And this was the company's basis for attacking the law in the principal case, relying upon what the Mississippi supreme court said in *Bradford Constr. Co. v. Heffin*, 88 Miss. 314, wherein a laborer employed to clean the tracks of gravel could not recover for an injury received while engaged in replacing a plow on the car, the injury being due to the negligence of a member of the train crew. However, the clear weight of authority is with the principal case as decided by the supreme court of Mississippi and affirmed by the United States Supreme Court, in sustaining the law abrogating the fellow-servant rule as to "every employee of a railroad corporation." This decision should settle the law in Mississippi.

CONSTITUTIONAL LAW—EQUAL PROTECTION OF THE LAWS—PERMIT TO WOMAN PHARMACIST TO SELL LIQUORS.—Plaintiff was a female pharmacist in Iowa. The statute provides that none but a qualified elector may engage in retail liquor business. The constitution declares electors to be male citizens over twenty-one years of age. In an appeal from a refusal of a license she attacked this law on the ground that it violates the constitutional provision for the uniform operation of the laws and against the granting of special privileges. *Held*, even though she, as a pharmacist among others, is discriminated against, excluding her from the privilege is not unconstitutional. *In re Carragher* (1910), — Iowa —, 128 N. W. 352.

The sale of liquors is within the power of the state and may be prohibited entirely. *Kansas v. Bradley* (C. C.) 26 Fed. 289. The state may control all sales and not deprive any citizen of equal protection of the laws. *McCullough v. Brown*, 41 S. C. 220. Or it may allow certain classes of persons only to dispense liquors. *State of Ohio v. Dollison*, 194 U. S. 445. It is valid exercise of police power to prohibit the employment of women in any saloon, beer hall or any place where liquors are sold as a beverage. *In re Considine* (U. S. C. C. Wash.) 83 Fed. 157; *City of Hoboken v. Goodman*, 68 N. J. L. 217. It is constitutional to prohibit liquor sellers from providing wine rooms for women. *Cronin v. Adams*, 192 U. S. 108. Not only liquor laws but labor laws discriminating against the sexes are upheld on the ground of public welfare and public morals. *State v. Muller*, 48 Ore. 252; *State v. Buchanan*, 29 Wash. 602.

CONTRACTS—PUBLIC POLICY.—Plaintiff, an apple grower, entered into a contract with defendant, a common carrier, whereby it was agreed that plaintiff would ship all of his crop of apples for the year 1907, over defendant's railroad and defendant agreed to furnish to plaintiff, at a certain point on its line, all the refrigerator cars required by plaintiff to handle and ship said crop of apples. There was nothing in the contract to show that plaintiff was to receive more than his proportionate share of cars or that others would be injured thereby, but upon breach of the contract, defendant based its defense upon the ground that the contract was void as against public policy. *Held*, a court should declare a contract void as against public policy only where the case is clear and free from doubt and the injury to the public is substantial